Case 22-11266-mdc Doc 70 Filed 12/16/23 Entered 12/17/23 00:33:13 Desc Imaged Certificate of Notice Page 1 of 5

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 22-11266-mdc

Rufino R. Watson, Jr. Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Dec 14, 2023 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 16, 2023:

Recipi ID Recipient Name and Address

db + Rufino R. Watson, Jr., 6801 Lynford Street, Philadelphia, PA 19149-2117

TOTAL: 1

 $Notice \ by \ electronic \ transmission \ was \ sent \ to \ the \ following \ persons/entities \ by \ the \ Bankruptcy \ Noticing \ Center.$

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 16, 2023 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 14, 2023 at the address(es) listed below:

Name Email Address

ANDREW M. LUBIN

on behalf of Creditor AmeriHome Mortgage Company LLC nj-ecfmail@mwc-law.com, bkecf@milsteadlaw.com

DAVID B. SPITOFSKY

on behalf of Debtor Rufino R. Watson Jr. spitofskybk@verizon.net, spitofskylaw@verizon.net;spitofsky.davidb.r112243@notify.bestcase.com

DENISE ELIZABETH CARLON

on behalf of Creditor M&T BANK bkgroup@kmllawgroup.com

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

KENNETH E. WEST

on behalf of Trustee KENNETH E. WEST ecfemails@ph13trustee.com_philaecf@gmail.com

MARISA MYERS COHEN

Case 22-11266-mdc Doc 70 Filed 12/16/23 Entered 12/17/23 00:33:13 Desc Imaged Certificate of Notice Page 2 of 5

District/off: 0313-2 User: admin Page 2 of 2
Date Rcvd: Dec 14, 2023 Form ID: pdf900 Total Noticed: 1

on behalf of Creditor AmeriHome Mortgage Company LLC ecfmail@mwc-law.com, mcohen@mwc-law.com

MARK A. CRONIN

on behalf of Creditor M&T BANK bkgroup@kmllawgroup.com

United States Trustee

USTPRegion 03. PH. ECF@usdoj.gov

WILLIAM EDWARD CRAIG

on behalf of Creditor Santander Consumer USA Inc. ecfmail@mortoncraig.com mortoncraigecf@gmail.com

TOTAL: 9

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Rufino R. Watson Jr. Debtor(s)	CHAPTER 13
M&T Bank Movant vs.	NO. 22-11266 MDC
Rufino R. Watson Jr. <u>Debtor(s)</u>	
Kenneth E. West <u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

As of October 30, 2023, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$9,692.10**. Post-petition funds received after October 30, 2023, will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows;

Post-Petition Payments:

June 2023 through November 2023 at \$1,608.67/month

Suspense Balance: Fees & Costs to the Default:

(\$259.92) \$300.00

Total Post-Petition Arrears

\$9,692.10

- 2. Debtor(s) shall cure said arrearages in the following manner;
- a). Within fourteen (14) days of the stipulation being filed and approved, Debtor shall make a tender payment towards the arrears in the amount of \$5,000.00.
- b). As for the remaining arrears, beginning on December 2023 and continuing through May 2024, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,608.67 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$782.02 for December 2023 through April 2024 and \$782.00 for May 2024 towards the arrearages on or before the last day of each month at the address below;

M&T Bank PO BOX 62182 Baltimore, MD 21264 Case 22-11266-mdc Doc 70 Filed 12/16/23 Entered 12/17/23 00:33:13 Desc Imaged Certificate of Notice Page 4 of 5

c). Maintenance of current monthly mortgage payments to the Movant

thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of

cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the

terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice.

If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant relief

from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: November 16, 2023

/s/ Mark A. Cronin, Esquire

Mark A. Cronin, Esquire

Attorney for Movant

Date: 1 28/2023

David B. Spitofsky Esq.

Attorney for Debtor(s)

Case 22-11266-mdc Doc 70 Filed 12/16/23 Entered 12/17/23 00:33:13 Desc Imaged Certificate of Notice Page 5 of 5

Date: December 12, 2023

/s/ LeeAne O. Huggins

Kenneth E. West Esq. Chapter 13 Trustee

Approved by the Court this 14th day of December , 2023. However, the court

retains discretion regarding entry of any further order.

Magdeline C. Columbia Magdeline Magdeline C. Columbia Magdeline Magd Magdeline C. Coleman